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PREAMBLE

This Agreement is entered into by the State of Washington, referred to as the "Employer," and the Washington Federation of State Employees, AFSCME, Council 28, AFL-CIO, referred to as the "Union." It is the intent of the parties to establish employment relations based on mutual respect, provide fair treatment to all employees, promote efficient and cost-effective service delivery to the customers and citizens of the State of Washington, improve the performance results of state government, recognize the value of employees and the work they perform, specify wages, hours, and other terms and conditions of employment, and provide methods for prompt resolution of differences. The Preamble is not subject to the grievance procedure in Article 29.

Tentative Agreement, May 15, 2006

Employer *Diane Leigh*

Union *A. Kieny*

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ARTICLE 1
UNION RECOGNITION

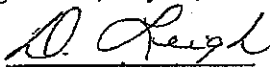
1.1 This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Washington Federation of State Employees," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. The titles of the jobs listed in Appendix A are listed for descriptive purposes only. This does not mean that the jobs will continue to exist or be filled.

1.2 The Employer recognizes the Union as the exclusive bargaining representative for all employees in bargaining units described in Appendix A and Section 1.3.

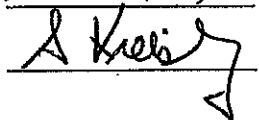
1.3 If the Public Employment Relations Commission (PERC) certifies the Union as the exclusive representative during the term of this Agreement for a bargaining unit in general government, the terms of this Agreement will apply.

Tentative Agreement, May 15, 2006

Employer



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ARTICLE 2

NON-DISCRIMINATION

2.1 Under this Agreement, neither party will discriminate against employees on the basis of religion, age, sex, marital status, race, color, creed, national origin, political affiliation, status as a disabled veteran or Vietnam era veteran, sexual orientation, any real or perceived sensory, mental or physical disability, or because of the participation or lack of participation in union activities. Bona fide occupational qualifications based on the above traits do not violate this Section.

2.2 Both parties agree that unlawful harassment will not be tolerated.

2.3 Employees who feel they have been the subjects of discrimination are encouraged to discuss such issues with their supervisor or other management staff, or file a complaint in accordance with agency policy. In cases where an employee files both a grievance and an internal complaint regarding the alleged discrimination, the grievance will be suspended until the internal complaint process has been completed.

2.4 Both parties agree that nothing in this Agreement will prevent the implementation of an approved affirmative action plan.

Tentative Agreement, June 1, 2006

Employer

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1 **ARTICLE 3**
2 **BID SYSTEM**
3

4 **3.1 Applicability**

5 A. This Article applies only to staff employed at a correctional facility in the
6 Departments of Corrections, or at an institution in the Department of
7 Social and Health Services, or the Department of Veteran's Affairs, and
8 who work in positions that may require relief or coverage. This Article
9 also applies to employees at the Schools for the Blind and Deaf,
10 Department of Fish and Wildlife (Section 3.11 only), Department of
11 General Administration who work in the Division of Capital Facilities,
12 Washington State Lottery (Section 3.13 only), Department of Agriculture
13 (Section 3.14 only) and the Board of Industrial Appeals Judges (Section
14 3.12 only).

15
16 This Article does not apply to the filling of non-permanent, on-call,
17 project or, except at the Schools for the Blind and Deaf, career seasonal
18 positions.
19

20 **3.2 Definitions**

21 For purposes of this Article only, the following definitions apply:
22

23 A. Bid Positions

24 Positions filled as a result of a bid.
25

26 B. Bid System

27 A process allowing employees with permanent status to submit bids to
28 other positions within their employing institution in the same job

Tentative Agreement, August 22, 2006

Employer

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1 classification in which they currently hold permanent status or have
2 previously held status.

3
4 C. Position

5 A particular combination of shifts and days off, except for the Department
6 of Social and Health Services (DSHS). In DSHS, a position is defined as
7 a particular combination of shift, days off and location.

8
9 **3.3 Components of a Bid**

10 Bids will indicate the employee's choice of shift, days off and job classification.
11 Employees will be responsible for the accuracy of their bids. Each bid will
12 remain active for a period of six (6) months from the date submitted by the
13 employee.

14
15 **3.4 Submittal and Withdrawal of Bids**

16 Any bids submitted after the date a vacancy is considered to have occurred will
17 not be considered for that vacancy. Employees may withdraw their bids, in
18 writing, at any time prior to the referral.

19
20 **3.5 New Positions or Reallocated Positions**

21 When a new position is established or a vacant position is reallocated, the
22 Employer will post the position for seven (7) calendar days if the combination of
23 shift and days off (and, for DSHS, location) does not currently exist. The
24 agencies will use electronic and/or hard copy methods for notification.

25
26 **3.6 Vacancy**

27 For purposes of this Article, a vacancy occurs when:
28

1 A. An employee notifies management, in writing, that he or she intends to
2 vacate his or her position; or

3
4 B. Management notifies an employee, in writing, that the employee will be
5 removed from his or her position.
6

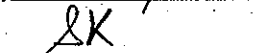

7 **3.7 Awarding a Bid**

8 When a permanent vacancy occurs, the Employer will determine if any employee
9 has submitted a transfer or a voluntary demotion request for the shift and days off.
10 Seniority will prevail provided the employee has the skills and abilities necessary
11 to perform the duties of the position. An employee's bid request may be turned
12 down if the employee has documented attendance or performance problems.
13

14 **3.8 Commitment Following an Award or Refusal of a Bid**

15 A. For all agencies except DSHS, when an employee has been awarded a bid,
16 or refuses an awarded bid, the employee will be prohibited from
17 requesting other bids for a minimum of six (6) months. The six (6) month
18 period will begin on the first day the employee is assigned the new shift
19 and/or days off. All other active bids the employee has on file will be
20 removed from the bid system.
21

22 B. For DSHS, when an employee has been awarded a bid, the employee will
23 be prohibited from requesting other bids for a minimum of twelve (12)
24 months. If an employee refuses an awarded bid, the employee will be
25 prohibited from requesting other bids for a minimum of six (6) months.
26 The time period will begin on the first day the employee is assigned the
27 new shift, days off and/or location. All other active bids the employee has
28 on file will be removed from the bid system.
29



1 **3.9** Whenever there is need for a major change in residential settings such as
2 elimination of positions or major changes to shifts or assignments, the Union and
3 the Employer may agree to suspend the procedure described in Sections 3.3
4 through 3.6 and 3.8 above and allow all employees to bid on positions, which will
5 be filled in accordance with the procedures in Sections 3.7 of this Article.
6

7 **3.10 Reassignment from a Bid Position**

8 Nothing in this Article will preclude management from reassigning an employee
9 from his or her bid position to another position on a different shift or to a position
10 with different days off, provided the employee is notified, in writing, of the
11 reason(s) for the reassignment.
12

13 **3.11 Department of Fish and Wildlife**

14 **A. Enforcement Program**

15 1. Openings will be posted via department intranet and e-mail for a
16 period of not less than twenty-one (21) calendar days. Eligible
17 employees may bid on openings during the posting period.
18 Employees with less than three (3) years' service in the Fish and
19 Wildlife Officer 1 classification may bid only when it is deemed
20 beneficial to the program by the Chief. Employees may submit a
21 request for a hardship transfer to the Union at any time.
22

23 2. In accordance with Subsection 1 above, when a vacancy occurs or
24 a new position is created, the Department will award the bid on the
25 basis of total time served in the bargaining unit(s), except as
26 provided in Subsection C below. An employee's bid request may
27 be turned down if the employee has documented attendance or
28 performance problems.
29

1 3. Employees who are awarded a bid will fill the position thirty (30)
2 calendar days following the notification of selection.

3
4 4. Officers will have a ninety (90) calendar day period to establish a
5 permanent residence after filling the bid for a new or vacant
6 position. Officers must establish the permanent residence within
7 the geographical area defined by the Department for the position
8 appointed.

9
10 5. Permanent residence is defined as the place an officer physically
11 lives or physically resides. The methods used to determine
12 residency may include: mailing address, voter registration, utility
13 and service bills, residence rental or ownership agreement, or
14 telephone number.

15
16 B. Fish Program – Hatcheries Division

17 1. When a vacancy occurs or a new position is created, the opening
18 will be posted via department e-mail to all hatchery facilities for a
19 period of fourteen (14) calendar days from the date of the official
20 written notification to Personnel of the need to open a recruitment.
21 Employees who hold permanent status in the job classification of
22 the position they are interested in transferring into may bid on
23 openings. To bid, employees must send an e-mail to the agency's
24 personnel office during the posting period indicating the position
25 and geographic location of the position they wish to bid on. Only
26 those employees who have worked at their current location in
27 excess of six (6) years (three full-yearling rearing cycles) and who
28 have the required skills and abilities of the position will be eligible
29 to bid. E-mail notification by the employee must occur during the

1 fourteen (14) day period and it is the sole responsibility of the
2 employee to ensure the e-mail is sent and received during this time
3 frame. Employees submitting an e-mail indicating an interest and
4 desire to transfer to a vacancy or a new position will accept the
5 vacancy should it be offered to them.
6

7 2. In accordance with sub-section B. 1. above, when a vacancy occurs
8 or a new position is created, the Department will award the bid on
9 the basis of total time served in the bargaining unit(s), except as
10 provided for in Sub-section C below. Seniority will prevail
11 provided the employee has, as determined by the Employer, the
12 skills and abilities necessary to perform the duties of the position
13 and the employee does not have any documented attendance or
14 performance problems within the calendar year immediately
15 preceding the bid transfer request.
16

17 C. Hardship Transfers

18 For purposes of this Article, a hardship transfer is defined as a medical, or
19 safety-threatening situation causing specific loss or suffering to an
20 employee or the employee's spouse, children, parents, or spouse's parents.
21 This provision includes stepchildren and stepparents. Employees who
22 have a hardship may request a hardship transfer to a vacant or new
23 position. Requests for hardship will be submitted to the Union. Those
24 supported by the Union will be forwarded with a written record of support,
25 including the original employee request and all supporting documentation,
26 to the Appointing Authority/Chief for consideration. The Appointing
27 Authority/Chief's decision on the request for a hardship transfer will be
28 final and is not subject to the grievance procedure.
29

1 **3.12 Board of Industrial Insurance Appeals (BIIA) – Hearing Run Assignments**

2 A. Geographical hearing run assignments will be made on the basis of time in
3 service with the BIIA except where in the Employer's discretion other
4 factors take precedence. Other factors include, but are not limited to, the
5 desires of the employee, work performance, medical needs, and the needs
6 of the agency.

7
8 B. Geographical caseload hearing assignments, except for temporary
9 assignments, will be made on an annual basis. The Employer will notify
10 the judicial staff of the specific date of general geographic caseload
11 hearing changes at least ninety (90) calendar days prior to the proposed
12 change. The judicial staff has thirty (30) calendar days from notification to
13 respond with their assignment preference(s). No later than thirty (30)
14 calendar days prior to the implementation date, the Employer will specify
15 assignments.

16
17 C. When a vacancy in a hearing position with its official work station in a
18 regional or community based office is to be filled or if a new hearing run
19 is established with its official work station in a regional or community
20 based office, before outside candidates are considered, current Industrial
21 Appeal Judges may request a transfer based on time in service with the
22 BIIA.

23
24 D. Annually in January, the Employer will provide to the judicial staff an
25 agency time in service with the BIIA list.

26
27 E. Nothing contained in this Article will diminish or alter the right of the
28 Employer to reassign employees when such reassignments are in the best
29 interest of the employee or the agency.

1
2 **3.13 Washington State Lottery**

3 A. Prior to a vacant District Sales Representative (DSR) position is open for
4 recruitment, the Regional Sales Manager will have the opportunity to
5 realign or reassign territories. Input from the DSRs within the region will
6 be considered, and the Lottery will look for ways to incorporate changes
7 with the least amount of negative impact to the DSR's. The Regional
8 Sales Manager, will determine the position to be open for recruitment,
9 after considering input from the DSRs within the region.

10
11 B. All DSRs statewide will be notified of vacancies within the bargaining
12 unit. DSRs indicating an interest in a transfer to the vacant position will
13 be considered utilizing the following criteria:

- 14
15 1. Demonstrated service to retailers
16 2. Efficiency and effectiveness of performance
17 3. Seniority based on employee preference
18

19 C. If the employee is not selected after consideration on the first two (2)
20 criteria listed above, the Regional Sales Manager will discuss with the
21 employee the reason(s) for the decision.
22

23 **3.14 Department of Agriculture – Grain Inspection Program**

24 Bidding and assignment of permanent work shifts for bargaining unit employees
25 will be performed annually, unless a shorter period of time is mutually agreed to
26 between the parties, or at the addition or deletion of a work shift. Seniority
27 criteria for awarding a bid will be based on interrupted service date, not including
28 military time, and with due regard for needs of industry, the Employer and
29 employees.

MEMORANDUM OF AGREEMENT

The parties agree to create a special Labor Management Task Force within the Department of Social and Health Services in order to attempt to develop an administrative transfer process for institution non-relief staff. The parties will make decisions based on the following criteria (ranked in priority order):

1. Service to clients/patients
2. Efficiency of the Employer operations
3. Skills and abilities required of the positions
4. Documented attendance, performance and needs of the offices
5. Seniority

The task force will be comprised on no more than five (5) employee representatives and five (5) Employer representatives. Additional paid staff of the Union and the Employer may also attend. If agreed to by the parties, additional representatives may be added.

The Union will provide the Employer with the names of its committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings if their absences do not cause a disruption of work. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

The task force will begin meeting no later than January 15, 2007 and be completed no later than June 1, 2007. All task force meetings will be scheduled on mutually acceptable dates and times. The resulting agreements, if any, must be approved by the Union and OFM/LRO and will be made a part of the 2007-2009 master agreement.

Dean Leigh 8/22/06
For the Employer Date

LS Kleszy 8/22/06
For the Union Date

MEMORANDUM OF AGREEMENT

The parties agree that within the Department of Veteran's Affairs the following job classifications will be allowed to bid in accordance with Article 3.

Custodian
Food Service Aide 1, 2
Certified Nursing Assistant 1, 2
LPN 2, 4
Laundry Worker 1
Cook 1, 2
Trades Helper
Maintenance Mechanic
Stationery Engineer 2
Carpenter
Plumber
Electrician
Ground & Nursery Service Specialist 2
Painter
Truck Driver 1, 2
Recreation Specialist 2, 3

Deane Leigh 8/22/06
For the Employer Date

LS Kearsley 8/22/06
For the Union Date

ARTICLE 4
HIRING AND APPOINTMENTS

4.1 Filling Positions

The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.

- A. An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 34, Layoff and Recall, of this Agreement and are confined to each individual agency.
- B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.
- C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
- D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
- E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum within the agency.

Tentative Agreement, August 22, 2006

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Employer

Union

1 F. When filling a vacant position with a permanent appointment, candidates
2 will be certified for further consideration in the following manner:
3

4 1. The most senior candidate on the agency's internal layoff list with
5 the required skills and abilities who has indicated an appropriate
6 geographic availability will be appointed to the position.
7

8 2. If there are no names on the internal layoff list, the agency will
9 certify up to twenty (20) candidates for further consideration. Up
10 to seventy-five percent (75%) of those candidates will be statewide
11 layoff, agency promotional, internal transfers, and agency
12 voluntary demotions. All candidates certified must have the
13 position-specific skills and abilities to perform the duties of the
14 position to be filled. If there is a tie for the last position on the
15 certification for either promotional or other candidates, the agency
16 may consider up to ten (10) additional tied candidates. The agency
17 may supplement the certification with additional tied candidates
18 and replace other candidates who waive consideration with like
19 candidates from the original pool.
20

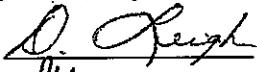
21 3. Employees in the General Government Transition Pool Program
22 who have the skills and abilities to perform the duties of the vacant
23 position may be considered along with all other candidates who
24 have the skills and abilities to perform the duties of the position.
25

26 4. If the certified candidate pool does not contain at least three (3)
27 affirmative action candidates, the agency may add up to three (3)
28 affirmative action candidates to the names certified for the
29 position.
30

Tentative Agreement, August 22, 2006

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Employer



Union



- 1 5. When recruiting for multiple positions, the agency may add an
2 additional five (5) agency candidates and five (5) other candidates
3 to the certified list for each additional position.
4

5 **4.2 Internal Movement – Permanent Employees**

6 Prior to certifying candidates in accordance with Article 4.1, an appointing
7 authority may grant an administrative transfer, voluntary demotion or elevation
8 within an agency as long as the permanent employee has the skills and abilities
9 required to perform the duties of the position. Employees desiring a transfer,
10 voluntary demotion or elevation will initiate a request in writing, and appointing
11 authorities will consider these individuals for an opening. Candidates interviewed
12 will be notified of the hiring decision. This sub-section does not apply to those
13 positions that have a required bid system established in accordance with Article 3.
14

15 **4.3 Permanent Status**

16 An employee will attain permanent status in a job classification upon his or her
17 successful completion of a probationary, trial service or transition review period.
18

19 **4.4 Types of Appointment**

20 A. Non-Permanent

- 21 1. The Employer may make non-permanent appointments to fill in for
22 the absence of a permanent employee, during a workload peak,
23 while recruitment is being conducted, or to reduce the possible
24 effects of a layoff. Non-permanent appointments will not exceed
25 twelve (12) months except when filling in for the absence of a
26 permanent employee. A non-permanent appointee must have the
27 skills and abilities required for the position.
28

- 29 2. A permanent employee who accepts a non-permanent appointment
30 within his or her agency will have the right to return to his or her

1 position in the agency or to a position in the permanent
2 classification he or she left at the completion of the non-permanent
3 appointment; provided, that the employee has not left the original
4 non-permanent appointment, unless the original Appointing
5 Authority agrees otherwise. An employee with permanent status
6 may accept a non-permanent appointment to another agency. At
7 least fourteen (14) calendar days prior to accepting the
8 appointment, the employee must notify his or her current
9 appointing authority of the intent to accept a non-permanent
10 appointment. Upon notification of the employee's intent, the
11 employee's permanent agency will notify the employee, in writing,
12 of any return rights to the agency and the duration of those return
13 rights. At a minimum, the agency must provide the employee
14 access to the agency's internal layoff list.

15
16 3. The Employer may convert a non-permanent appointment into a
17 permanent appointment and the employee will serve a probationary
18 or trial service period. The Employer must follow Article 3, Bid
19 System, or appoint an internal layoff candidate, if one exists,
20 before converting an employee from a non-permanent appointment
21 to a permanent appointment. Time spent in the non-permanent
22 appointment may count towards the probationary or trial service
23 period for the permanent position.

24
25 4. The Employer may end a non-permanent appointment at any time
26 by giving one (1) working day's notice to the employee.

27
28 B. On-Call Employment

29 The Employer may fill a position with an on-call appointment where the
30 work is intermittent in nature, is sporadic and it does not fit a particular

1 pattern. The Employer may end on-call employment at any time by giving
2 notice to the employee.

3
4 C. In-Training Employment

5 1. The Employer may designate specific positions, groups of
6 positions, or all positions in a job classification or series as in-
7 training. The Employer will determine and document the training
8 program, including a description and length of the program. The
9 in-training plan must include:



- 10
11 a. The title of the goal class of the in-training plan.
12 b. The duties and responsibilities of the goal class.
13 c. The job classes that will be used to reach the goal class.
14 d. The skills and abilities that must be acquired by the
15 employee while in-training to the goal class.

16
17 2. The training plan may include any of the following components:

- 18
19 a. On-the job training
20 b. Classroom or field instruction
21 c. Courses conducted by an educational institution, vocational
22 school, or professional training organization; or
23 d. Written, oral and/or practical examinations(s).

24
25 Unless other staffing methods have been exhausted, positions with
26 primary responsibility for supervision will not be designated as in-
27 training positions.

28
29 2. A candidate who is initially hired into an in-training position must
30 successfully complete the job requirements of the appointment.

1 The Employer may separate from state service, any employee who
2 has completed the probationary period for an in-training
3 appointment but does not successfully complete the subsequent
4 trial service period(s) required by the in-training program.
5 Employees who are not successful may be separated at any time
6 with one (1) working day's notice from the Employer.
7

8 3. An employee with permanent status who accepts an in-training
9 appointment will serve a trial service period(s), depending on the
10 requirements of the in-training program. The trial service period
11 and in-training program will run concurrently. The Employer may
12 revert an employee who does not successfully complete the trial
13 service period(s) at any time with one (1) working day's notice.
14 The employee's reversion right will be to the job classification that
15 the employee held permanent status in prior to his or her in-
16 training appointment, in accordance with Subsections 4.6 B.3 and
17 4.6 B.4 of this Article.
18

19 4. A trial service period may be required for each level of the in-
20 training appointment, or the entire in-training appointment may be
21 designated as the trial service period. The trial service period and
22 in-training program will run concurrently. The Employer will
23 determine the length of the trial service period(s) to be served by
24 an employee in an in-training appointment, however the
25 cumulative total of the trial service periods for the entire in-
26 training appointment will not exceed thirty-six (36) months.
27

28 5. If a trial service period is required for each level of the in-training
29 appointment, the employee will attain permanent status in each

1 classification upon successful completion of the concurrent
2 training program and trial service period at each level.

- 3
- 4 6. If the entire in-training program—meaning all levels within the in-
5 training appointment—is designated as a trial service period, the
6 employee will attain permanent status in the goal classification
7 upon successful completion of the training requirements and
8 concurrent trial service period for the entire in-training program.

9

10 D. Project Employment

- 11 1. The Employer may appoint employees into project positions for
12 which employment is contingent upon state, federal, local, grant,
13 or other special funding of specific and of time-limited duration.
14 The Employer will notify the employees, in writing, of the
15 expected ending date of the project employment.

- 16
- 17 2. Employees who have entered into project employment without
18 previously attaining permanent status will serve a probationary
19 period. Employees will gain permanent project status upon
20 successful completion of their probationary period.

21

22 Employees with permanent project status will serve a trial service
23 period when they:

- 24
- 25 a. Promote to another job classification within the project; or
- 26
- 27 b. Transfer or voluntarily demote within the project to another
28 job classification in which they have not attained
29 permanent status.
- 30

1 3. The Employer may consider project employees with permanent
2 project status for transfer, voluntary demotion, or promotion to
3 non-project positions. Employees will serve a trial service period
4 upon transfer, voluntary demotion, or promotion to a non-project
5 position in a job classification that the employees have not
6 previously attained permanent status in.

7
8 4. When the Employer converts a project appointment into a
9 permanent appointment, the employee will serve a probationary or
10 trial service period.

11
12 5. The layoff and recall rights of project employees will be in
13 accordance with the provisions in Article 34, Layoff and Recall.

14
15 E. Seasonal Career /Cyclic Employment

16 1. The Employer may make seasonal career appointments that are
17 cyclical in nature, recur at the same agency at approximately the
18 same time each year, and are anticipated to last for a minimum of
19 five (5) months but are less than twelve (12) months in duration
20 during any consecutive twelve (12) month period.

21
22 Upon completion of a six (6) or twelve (12) month probationary
23 period (in accordance with Subsection 4.4 A below) completed in
24 consecutive seasons at the same agency, employees in seasonal
25 career employment will assume the rights of employees with
26 permanent status.

27
28 The layoff and recall rights of seasonal career employees will be in
29 accordance with the provisions in Article 34, Layoff and Recall.

1 F. The designation of a position as non-permanent, on-call, in-training or
2 project, or the termination of a non-permanent, on-call, in-training or
3 project appointment is not subject to the grievance procedure in Article 29.
4

5 **4.5 Review Periods**

6 A. Probationary Period

- 7 1. Every part-time and full-time employee, following his or her initial
8 appointment to a permanent position, will serve a probationary
9 period of six (6) consecutive months; except that employees in any
10 class for which the probationary period was twelve (12) months on
11 July 1, 2005 will continue to serve a twelve (12) month
12 probationary period. Agencies may extend the probationary period
13 for an individual employee as long as the extension does not cause
14 the total period to exceed twelve (12) months.
15
16 2. The Employer may separate a probationary employee at any time
17 during the probationary period. The Employer will provide the
18 employee five (5) working days' written notice prior to the
19 effective date of the separation. However, if the Employer fails to
20 provide five (5) working days' notice, the separation will stand and
21 the employee will be entitled to payment of salary for up to five (5)
22 working days, which the employee would have worked had notice
23 been given. Under no circumstances will notice deficiencies result
24 in an employee gaining permanent status. The separation of an
25 employee will not be subject to the grievance procedure in Article
26 29.
27
28 3. The Employer will extend an employee's probationary period, on a
29 day-for-a-day basis, for any day(s) that the employee is on leave

without pay or shared leave, except for leave taken for military service.

4. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The length of the new probationary period will be in accordance with Subsection 4.6 A, unless adjusted by the appointing authority for time already served in probationary status. In no case, however, will the total probationary period be less than six (6) consecutive months.

5. If the Employer converts the status of a non-permanent appointment to a permanent appointment, the incumbent employee will serve a probationary period. However, the Employer may credit time worked in the non-permanent appointment toward completion of the probationary period as defined in Subsection 4.6 A.

B. Trial Service Period

1. Except for those employees in an in-training appointment, all other employees with permanent status who are promoted, or who voluntarily accept a transfer or demotion into a job classification for which they have not previously attained permanent status, will serve a trial service period of six (6) consecutive months. Agencies may extend the trial service period for an individual employee as long as the extension does not cause the total period to exceed twelve (12) months.

2. Any employee serving a trial service period will have his or her trial service period extended, on a day-for-a-day basis, for any



1 day(s) that the employee is on leave without pay or shared leave,
2 except for leave taken for military service.

3
4 3. An employee serving a trial service period may voluntarily revert
5 to his or her former position within fifteen (15) days of the
6 appointment, provided that the position has not been filled or an
7 offer has not been made to an applicant. An employee serving a
8 trial service period may voluntarily revert at any time to a funded
9 permanent position in the same agency that is:

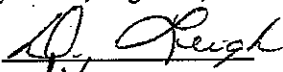
10
11 a. Vacant or filled by a non-permanent employee and is
12 within the employee's previously held job classification.

13
14 b. Vacant or filled by a non-permanent employee at or below
15 the employee's previous salary range.

16
17 The reversion option, if any, will be determined by the Employer
18 using the order listed above. In both (a) and (b) above, the
19 Employer will determine the position the employee may revert to
20 and the employee must have the skills and abilities required for the
21 position. If possible, the reversion option will be within a
22 reasonable commuting distance for the employee.

23
24 4. With five (5) working days' written notice by the Employer, an
25 employee who does not satisfactorily complete his or her trial
26 service period will be reverted to a funded permanent position in
27 the same agency, that is:

28
29 a. Vacant or filled by a non-permanent employee and is
30 within the employee's previously held job classification.



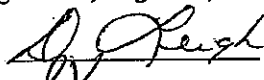

1
2 b. Vacant or filled by a non-permanent employee at or below
3 the employee's previous salary range.
4

5 The reversion option, if any, will be determined by the Employer
6 using the order listed above. In both (a) and (b) above, the
7 employee being reverted must have the skills and abilities required
8 for the vacant position. If possible, the reversion option will be
9 within a reasonable commuting distance for the employee.
10

11 If the Employer fails to provide five (5) working days' notice, the
12 reversion will stand and the employee will be entitled to payment
13 of the difference in the salary for up to five (5) working days,
14 which the employee would have worked at the higher level if
15 notice had been given. Under no circumstances will notice
16 deficiencies result in an employee gaining permanent status in the
17 higher classification.
18

19 5. An employee who has no reversion options or does not revert to
20 the highest classification in which he or she previously attained
21 permanent status may request that his or her name be placed on the
22 agency's internal layoff list for positions in job classifications
23 where he or she had previously attained permanent status.
24

25 6. An employee who is separated during his or her trial service period
26 may request a review of the separation by the Director or Secretary
27 of the agency or designee within twenty-one (21) calendar days
28 from the effective date of the separation. The reversion of
29 employees who are unsuccessful during their trial service period is
30 not subject to the grievance procedure in Article 29.

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4 **ARTICLE 5**

5 **PERFORMANCE EVALUATION**

6
7
8
9 **5.1 Objective**

10 The Employer will evaluate employee work performance. The performance
11 evaluation process will include performance goals and expectations that reflect
12 the organization's objectives.
13

14
15 The performance evaluation process gives supervisors an opportunity to discuss
16 performance goals and expectations with their employees, assess and review their
17 performance with regard to those goals and expectations, and provide support to
18 employees in their professional development, so that skills and abilities can be
19 aligned with agency requirements.
20

21
22 To recognize employee accomplishments and address performance issues in a
23 timely manner, discussions between the employee and the supervisor will occur
24 throughout the evaluation period. Performance problems will be brought to the
25 attention of the employee to give the employee the opportunity to receive any
26 needed additional training and to correct the problem before it is mentioned in an
27 evaluation.
28


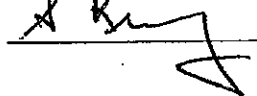
29
30 **5.2 Evaluation Process**

31 A. Employee work performance will be evaluated prior to the completion of
32 his or her probationary and trial service periods and at least annually
33 thereafter. Within the Department of Social and Health Services (Aging
34 and Disability Services Administration and Health and Recovery Services
35 Administration only) and the Department of Veteran's Affairs, where shift
36 charges are used, an immediate supervisor, prior to preparing the
37 employee's evaluation will solicit input from the employee's current shift
38

39
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1 charge. This input will be considered by the supervisor for inclusion in
2 the evaluation. Immediate supervisors will meet with employees to
3 discuss performance goals and expectations. Employees will receive
4 copies of their performance goals and expectations as well as notification
5 of any modifications made during the review period.

6
7 B. The supervisor will discuss the evaluation with the employee. The
8 employee will have the opportunity to provide feedback on the evaluation.
9 The discussion may include such topics as:

- 10
11 1. Reviewing the employee's performance;
12
13 2. Identifying ways the employee may improve his or her
14 performance;
15
16 3. Updating the employee's position description, if necessary;
17
18 4. Identifying performance goals and expectations for the next
19 appraisal period; and
20
21 5. Identifying employee training and development needs.



22
23 C. The performance evaluation process will include, but not be limited to, a
24 written performance evaluation on forms used by the Employer, the
25 employee's signature acknowledging receipt of the forms, and any
26 comments by the employee. The evaluation, including employee
27 comments, will be considered by the reviewer. Once completed and
28 signed by the reviewer, a copy will be provided to the employee (with
29 reviewer comments, if any), who may provide responsive comments to be
30 attached to the evaluation. The original performance evaluation forms,

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1 including the employee's comments, will be maintained in the employee's
2 personnel file.

3
4 D. The evaluation process is subject to the grievance procedure. The specific
5 content of performance evaluations are not subject to the grievance
6 procedure.

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ARTICLE 6

HOURS OF WORK

6.1 Definitions

A. Full-time Employees

Employees who are scheduled to work an average of forty (40) hours per workweek.

B. Law Enforcement Employees

Employees who work in positions that meet the law enforcement criteria of Section 7 (k) of the Fair Labor Standards Act (FLSA).

C. Overtime-Eligible Position

An overtime-eligible position is one that is assigned duties and responsibilities that meet the criteria for overtime coverage under federal and state law.

D. Overtime-Exempt Position

An overtime-exempt position is one that is assigned duties and responsibilities that do not meet the criteria for overtime coverage under federal and state law.

E. Part-time Employees

Employees who are scheduled to work less than an average of forty (40) hours per workweek.

F. Shift Employees

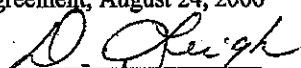
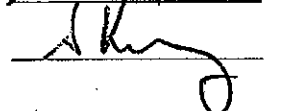
Overtime-eligible employees who work in positions that normally require shift coverage for more than one (1) work shift, excluding: Department of Social and Health Services – Juvenile Rehabilitation Administration

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(DSHS - JRA) shift workers as of July 1, 2005 who are paid overtime after forty (40) hours in a workweek.

G. Workday

One (1) of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

H. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

I. Work Shift

The hours an employee is scheduled to work each workday in a workweek.

J. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will normally begin at 12:00 a.m. on Sunday and end at 12:00 midnight the following Saturday or as otherwise designated by the appointing authority. If there is a change in their workweek, employees will be given prior written notification by the appointing authority.

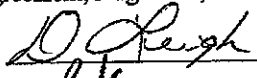

6.2 **Determination**

Per federal and state law, the Employer will determine whether a position is overtime-eligible or overtime-exempt. In addition, the Employer will determine if an overtime-eligible position is a law-enforcement position, with or without an

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1 extended work period, or a shift position. When the Employer determines that an
2 overtime-eligible position is overtime-exempt, the employee will be notified in
3 writing of the determination.
4

5 **6.3 Overtime-Eligible Employees (Excluding Law Enforcement Employees)**

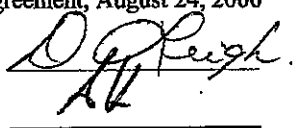
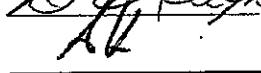
6 **A. Regular Work Schedules**

7 The regular work schedule for overtime-eligible employees will not be
8 more than forty (40) hours in a workweek, with starting and ending times
9 as determined by the requirements of the position and the Employer. The
10 regular work schedule will normally include two (2) consecutive
11 scheduled days off. The Employer may adjust the regular work schedule
12 with prior notice to the employee. If the Employer extends an
13 employee's daily work schedule by more than two (2) hours on any given
14 day, the Employer will not adjust another workday or the employee's
15 workweek to avoid the payment of overtime or accrual of compensatory
16 time. This provision will not apply:
17

- 18 1. When an employee requests to adjust his or her hours within the
19 workweek and works no more than forty (40) hours within that
20 workweek; or
- 21 2. To those job classifications that have an inherent need for
22 flexibility to adjust their daily work schedules within the regular
23 workweek to accomplish assigned job duties and responsibilities.
24 These classifications are listed in appendix X.
25

26 **B. Alternate Work Schedules**

27 Workweeks and work shifts of different numbers of hours may be
28 established for overtime-eligible employees by the Employer in order to
29 meet business and customer service needs, as long as the alternate work
30 schedules meet federal and state laws. Employees may request alternative

1 work schedules and such requests will be approved by the Employer,
2 except as provided below, subject to business and customer service needs.
3 The Employer may disapprove requests if there are performance or
4 attendance concerns. Previously approved alternate work schedules may
5 be rescinded by the Employer if business and customer service needs are
6 no longer being met, or if performance or attendance concerns occur. The
7 Employer will consider employees' personal and family needs.

8
9 C. Daily Work Shift Changes

10 The Employer may adjust an overtime-eligible shift employee's daily start
11 and/or end time(s) by two (2) hours.
12

13 D. Temporary Schedule Changes

14 Overtime-eligible employees' workweeks and/or work schedules may be
15 temporarily changed with prior notice from the Employer. A temporary
16 schedule change is defined as a change lasting thirty (30) calendar days or
17 less. Overtime-eligible shift employees will receive three (3) calendar
18 days' written notice of any temporary schedule change. The day that
19 notification is given is considered the first day of notice. Adjustments in
20 the hours of work of daily work shifts during a workweek do not
21 constitute a temporary schedule change.
22

23 E. Permanent Schedule Changes

24 Overtime-eligible employees' workweeks and work schedules may be
25 permanently changed with prior notice from the Employer. Overtime-
26 eligible employees will receive seven (7) calendar days' written notice of
27 a permanent schedule change. The day notification is given is considered
28 the first day of notice. Adjustments in the hours of work of daily work
29 shifts during a workweek do not constitute a permanent schedule change.
30

1 F. Emergency Schedule Changes

2 The Employer may adjust an overtime-eligible employee's workweek and
3 work schedule without prior notice in emergencies, for highway snow, ice
4 or avalanche removal, fire duty, grain inspection, or extraordinary
5 unforeseen operational needs.

6
7 G. Employee-Requested Schedule Changes

8 Overtime-eligible employees' workweeks and work schedules may be
9 changed at the employee's request and with the Employer's approval,
10 provided the Employer's business and customer service needs are met and
11 no overtime expense is incurred.

12
13 **6.4 Overtime-Eligible Law Enforcement Employee Work Schedules**

14 The regular work schedule for full-time overtime-eligible law enforcement
15 employees, not receiving assignment pay for an extended work period, will not be
16 more than one hundred and sixty (160) hours in a twenty-eight (28) day period.
17 The regular work schedule for full-time overtime-eligible law enforcement
18 employees receiving assignment pay for an extended work period will not be
19 more than one hundred and seventy-one (171) hours in a twenty-eight (28) day
20 period. The Employer may adjust the work schedule with prior notice to the
21 employee.

22
23 **6.5 Overtime-Eligible Unpaid Meal Periods**

24 The Employer and the Union agree to unpaid meal periods that vary from and
25 supersede the unpaid meal period requirements of WAC 296-126-092. Unpaid
26 meal periods for employees working more than five (5) consecutive hours, if
27 entitled, will be a minimum of thirty (30) minutes and will be scheduled as close
28 to the middle of the work shift as possible. Employees working three (3) or more
29 hours longer than a normal workday will be allowed an additional thirty (30)
30 minute unpaid meal period. When an employee's unpaid meal period is

1 interrupted by work duties, the employee will be allowed to resume his or her
2 unpaid meal period following the interruption, if possible, to complete the unpaid
3 meal period. In the event an employee is unable to complete the unpaid meal
4 period due to operational necessity, the employee will be entitled to
5 compensation, which will be computed based on the actual number of minutes
6 worked within the unpaid meal period. Meal periods may not be used for late
7 arrival or early departure from work and meal and rest periods will not be
8 combined.

9
10 **6.6 Overtime-Eligible Paid Meal Periods for Straight Shift Schedules**

11 The Employer and the Union agree to paid meal periods that vary from and
12 supersede the paid meal period requirements of WAC 296-126-092. Employees
13 working straight shifts will not receive a paid meal period, but will be permitted
14 to eat intermittently as time allows during their shifts while remaining on duty.
15 Paid meal periods for employees on straight shifts do not require relief from duty.

16
17 **6.7 Overtime-Eligible Rest Periods**

18 The Employer and the Union agree to rest periods that vary from and supersede
19 the rest periods required by WAC 296-126-092. Employees will be allowed rest
20 periods of fifteen (15) minutes for each one half (1/2) shift of four (4) or more
21 hours worked at or near the middle of each one half (1/2) shift of four (4) or more
22 hours. Rest periods do not require relief from duty. Where the nature of the work
23 allows employees to take intermittent rest periods equivalent to fifteen (15)
24 minutes for each half shift, scheduled rest periods are not required. Rest periods
25 may not be used for late arrival or early departure from work and rest and meal
26 periods will not be combined.

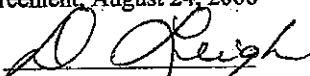
27
28 **6.8 Overtime-Exempt Employees**

29 Overtime-exempt employees are not covered by federal or state overtime laws.
30 Compensation is based on the premise that overtime-exempt employees are

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1 expected to work as many hours as necessary to provide the public services for
2 which they were hired. These employees are accountable for their work product,
3 and for meeting the objectives of the agency for which they work. The
4 Employer's policy for all overtime-exempt employees is as follows:

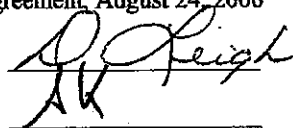
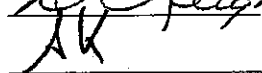
5
6 A. The Employer determines the products, services, and standards that must
7 be met by overtime-exempt employees.

8
9 B. Overtime-exempt employees are expected to work as many hours as
10 necessary to accomplish their assignments or fulfill their responsibilities
11 and must respond to directions from management to complete work
12 assignments by specific deadlines. Overtime-exempt employees may be
13 required to work specific hours to provide services, when deemed
14 necessary by the Employer.

15
16 C. The salary paid to overtime-exempt employees is full compensation for all
17 hours worked.

18
19 D. Overtime-exempt employees' salary includes straight time for holidays.
20 An overtime-exempt employee whose Employer requires him or her to
21 work on a holiday will be paid at an additional rate of one and one-half
22 times the employee's salary for the time worked.

23
24 E. Employees will consult with their supervisors to adjust their work hours to
25 accommodate the appropriate balance between extended work time and
26 offsetting time off. Where such flexibility does not occur or does not
27 achieve the appropriate balance, and with approval of their appointing
28 authority or designee, overtime-exempt employees' will accrue exchange
29 time for extraordinary or excessive hours worked. Exchange time may be

1 accrued at straight time to a maximum of eighty (80) hours. Exchange
2 time has no cash value and cannot be transferred between agencies.

3
4 F. If they give notification and receive the Employer's concurrence,
5 overtime-exempt employees may alter their work hours. Employees are
6 responsible for keeping management apprised of their schedules and their
7 whereabouts.

8
9 G. Prior approval from the Employer for the use of paid or unpaid leave for
10 absences of two (2) or more hours is required, except for unanticipated
11 sick leave.

12
13 **6.9 Military Department – Emergency Management Division**

14 The Employer may send an employee home to rest prior to returning for the night
15 shift to cover an emergency or declared disaster. When this occurs, the rest
16 period will be considered time worked through the end of the employee's
17 scheduled work shift.

18
19 **6.10 Department of Transportation – Maintenance Bargaining Unit**
20 **Winter Shift and Contingency Schedules**

21 The Employer will establish yearly winter shift and contingency schedules as
22 needed. Within reasonable staff and program considerations, the Employer will
23 accommodate employee shift preference based on Department of Transportation
24 continuous service. It is recognized that in assigning shifts and days off a balance
25 of experience, skills and abilities may be required.

26
27 **6.11 Department of Fish and Wildlife – Enforcement Division**

28 A. Planning Meeting

29 Bargaining unit members will attend and participate in a twenty-eight (28)
30 day detachment or unit planning meeting scheduled by the supervisor.

1 The detachment or unit will identify and prioritize detachment or unit
2 work to determine methods, times, locations, and days off. Based on
3 program needs, each supervisor has the authority to make final decisions
4 necessary to plan and schedule the time, place and methods of the work to
5 be performed by employees of his or her detachment or unit; however,
6 supervisors will attempt to meet officers' personal needs. The result of the
7 meeting will be a twenty-eight (28) day detachment or unit plan that will
8 be forwarded to the Captain for final approval. The approved plan will be
9 forwarded to regional staff and the appropriate emergency communication
10 center(s).

11
12 B. Days Off

13 Officers will request days off as Preferred Days Off (PDO) or as Regular
14 Days Off (RDO) at the planning meeting. Supervisors may deny requests
15 for days off to provide for and schedule patrol priorities. When the
16 supervisor has approved requests for PDOs, they may be cancelled by the
17 supervisor within seventy-two (72) hours' notice without incurring
18 callback pay. If a PDO is cancelled with less than seventy-two (72) hours'
19 notice, the Department will compensate the officer in accordance with
20 Section 42.17 of Article 42, Compensation. Additional hours worked on a
21 cancelled PDO will be compensated at the regular rate of salary and will
22 be part of the normal one hundred seventy-one (171) hour work period.
23 Officers wishing to change a PDO must also provide seventy-two (72)
24 hours' notice to their supervisor. Approvals with shorter notice may be
25 granted by mutual agreement between the supervisor and the officer.
26 Cancellation of a RDO by the supervisor will not result in callback
27 compensation. Officers that wish to adjust RDOs may request those
28 changes in advance from their supervisor. Officers will normally work at
29 least two (2) weekends each work period. Non-weekend days off will be
30 consecutive unless otherwise selected by the officer. Officers who do not

1 participate in the planning process may have their days off unilaterally set
2 by their supervisor.

3
4 C. Holidays and Weekends

5 In the event a bargaining unit member is assigned to work the weekend
6 prior to a recognized holiday, as defined by this Agreement, he or she will
7 have the option of working the holiday. Bargaining unit members will not
8 be required to work weekend days associated with a recognized holiday
9 that falls on a Monday or Friday without being assigned to work the
10 holiday.

11
12 **6.12 Department of Fish and Wildlife – Construction and Maintenance**

13 Normal commute time for employees residing at temporary residences and
14 traveling to temporary work sites, will be thirty (30) minutes. Commute time
15 over thirty (30) minutes will be considered to be work time. This work time will
16 be taken from the end of the work shift to travel back to the temporary residence.
17 Employees are on work time when they begin the mandatory pre-trip safety
18 checks on vehicles requiring the use of a Commercial Driver's License (CDL).
19 This does not apply to department pickups and other vehicles used for
20 transportation to and from work sites.

21
22 **6.13 Department of Fish and Wildlife – Hatcheries Division**

23 A. Paging devices may be provided by the Employer for the purpose of
24 providing flexibility to employees required to perform standby
25 assignments. Any bargaining unit employee who uses a pager or other
26 form of communication device in order that they may return to work will
27 receive standby compensation as defined in Article 42, Compensation, for
28 the entire time they are required to perform standby. Bargaining unit
29 employees using these communication devices are responsible for

maintaining the level of response time necessary to protect the resource entrusted to them.

B. No employee will be involuntarily assigned standby on his or her regular day(s) off, holiday(s) (except those holidays the employee is scheduled to work) or on days he or she is in leave status, unless an emergency situation dictates otherwise. A requirement for an employee to return to standby duty on a scheduled day off will require the employee to conduct a facility inspection (check water flow alarms, secure building(s), etc.) and, therefore, constitutes callback status.

C. Employees assigned to standby status may be relieved for any portion of the assignment for which they are able to find a replacement. The employee initiating the change in assignment will document the change in writing to the appropriate supervisor. The person providing relief is responsible for meeting all standby obligations.

D. All alarms other than that of the employee on standby duty will be turned off unless the Specialist 4, with the appropriate complex manager's approval, directs an employee to leave his or her electronic alarm on. The requirement to turn on the electronic alarm device will constitute assigned standby.

6.14 Department of Agriculture – Grain Inspection Program



To provide inspection and weighing services for grain being loaded onto export vessels, the Employer may establish and staff both emergency and overtime shifts using key position staffing, with a minimum of three (3) permanent employees licensed to perform key duties, any combination of inspectors, protein operators, and grain sampler-weighers. The remaining positions on such shifts may be staffed with non-permanent employees.

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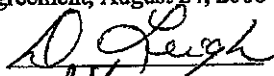
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6.15 Department of Transportation – Commercial Driver’s License (CDL)
Required Positions

The Employer will not require an employee utilizing his or her CDL to work more than fifteen (15) consecutive hours without providing a rest period of at least eight (8) consecutive hours.





1 **ARTICLE 7**

2 **OVERTIME**

3
4 **7.1 Definitions**

5 **A. Overtime**

6 Overtime is defined as time that a full-time overtime-eligible employee:

- 7
- 8 1. Works in excess of forty (40) hours per workweek (excluding law
9 enforcement employees).
- 10
- 11 2. Works in excess of their scheduled work shift and the employee is
12 a shift employee.
- 13
- 14 3. Works in excess of one hundred and sixty (160) hours in a twenty-
15 eight (28) day period and the employee is a law enforcement
16 employee not receiving assignment pay for an extended work
17 period.
- 18
- 19 4. Works in excess of one hundred and seventy-one (171) hours in a
20 twenty-eight (28) day period and the employee is a law
21 enforcement employee receiving assignment pay for an extended
22 work period.
- 23
- 24 5. Works while on fire duty as specifically defined in Article 42,
25 Compensation.
- 26

27 **B. Overtime Rate**

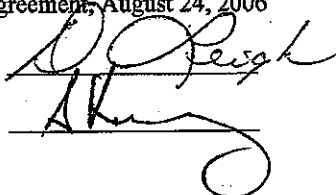
28 In accordance with the applicable wage and hour laws, the overtime rate
29 will be one and one-half (1-1/2) of an employee's regular rate of pay. The
30 regular rate of pay will not include any allowable exclusions.

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Employer

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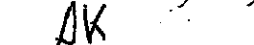
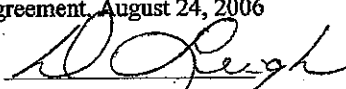
C. Work

The definition of work, for overtime purposes only, includes:

1. All hours actually spent performing the duties of the assigned job.
2. Travel time required by the Employer during normal work hours from one work site to another or travel time prior to normal work hours to a different work location that is greater than the employee's normal home-to-work travel time.
3. Vacation leave.
4. Sick Leave
5. Compensatory time.
6. Holidays.
7. Any other paid time not listed below.

D. Work does not include:

1. Shared leave.
2. Leave without pay
3. Additional compensation for time worked on a holiday.
4. Time compensated as standby, callback, or any other penalty pay.



1
2 **7.2 Overtime-Eligibility and Compensation**

3 Employees are eligible for overtime compensation under the following
4 circumstances:

- 5
- 6 A. Full-time overtime-eligible employees who have prior approval and work
7 more than forty (40) hours in a workweek will be compensated at the
8 overtime rate. A part-time overtime-eligible employee will be paid at his
9 or her regular rate of pay for all work performed up to forty (40) hours in a
10 workweek and paid at the overtime rate for authorized work of more than
11 forty (40) hours in a workweek.
- 12
- 13 B. Full-time overtime-eligible shift employees who have prior approval and
14 work more than their scheduled shift will be compensated at the overtime
15 rate. A part-time overtime-eligible shift employee will be paid at his or
16 her regular rate of pay for all work performed up to forty (40) hours in a
17 workweek and paid at the overtime rate for authorized work of more than
18 forty (40) hours in a workweek.
- 19
- 20 C. Overtime-eligible law enforcement employees, not receiving assignment
21 pay for an extended work period, who have prior approval and work more
22 than one hundred and sixty (160) hours in a twenty-eight (28) day period
23 will be compensated at the overtime rate.
- 24
- 25 D. Overtime-eligible law enforcement employees, receiving assignment pay
26 for an extended work period, who have prior approval and work in excess
27 of one hundred and seventy-one (171) hours in a twenty-eight (28) day
28 period will be compensated at the overtime rate.
- 29

1 E. Overtime-eligible employees who have prior approval and work overtime
2 as specifically defined in Article 42, Compensation.
3

4 **7.3 Overtime Computation**

5 Computation of overtime will be rounded upward to the nearest one-tenth
6 (1/10th) of an hour.
7

8 **7.4 General Provisions**

9 A. The Employer will determine whether work will be performed on regular
10 work time or overtime, the number, the skills and abilities of the
11 employees required to perform the work, and the duration of the work.
12 The Employer will first attempt to meet its overtime requirements on a
13 voluntary basis with qualified employees who are currently working. In
14 the event there are not enough employees volunteering to work, the
15 supervisor may require employees to work overtime. When involuntary
16 overtime is required, it will be assigned to employees on duty in inverse
17 order of seniority, provided the employee has the skills and abilities
18 required of the position. The inverse order will be re-established when the
19 list has been exhausted, i.e. the employee with the greatest seniority has
20 worked his or her required overtime.
21

22 B. If an employee was not offered overtime for which he or she was
23 qualified, the employee will be offered the next available overtime
24 opportunity for which he or she is qualified. Under no circumstances will
25 an employee be compensated for overtime that was not worked. There
26 will be no pyramiding of overtime.
27

28 **7.5 Compensatory Time for Overtime-Eligible Employees**

29 A. Compensatory Time Eligibility

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1 The Employer may grant compensatory time in lieu of cash payment for
2 overtime to an overtime-eligible employee, upon agreement between the
3 Employer and the employee. Compensatory time must be granted at the
4 rate of one and one-half (1-1/2) hours of compensatory time for each hour
5 of overtime worked.
6

7 B. Maximum Compensatory Time

8 Employees may accumulate no more than one hundred and twenty (120)
9 hours of compensatory time.
10

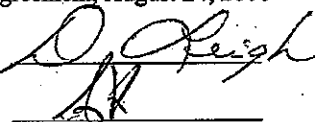
11 C. Compensatory Time Use

12 Employees must use compensatory time prior to using vacation leave,
13 unless this would result in the loss of their vacation leave. Compensatory
14 time must be used and scheduled in the same manner as vacation leave, as
15 in Article 11, Vacation Leave.
16

17 D. Compensatory Time Cash Out

18 All compensatory time must be used by June 30th of each year. If
19 compensatory time balances are not scheduled to be used by the employee
20 by April of each year, the supervisor will contact the employee to review
21 his or her schedule. The employee's compensatory time balance will be
22 cashed out every June 30th or when the employee:
23

- 24 1. Leaves state service for any reason,
- 25
- 26 2. Transfers to a position in his or her agency with different funding
27 sources, or
- 28
- 29 3. Transfers to another state agency.
30



1 **7.6 Department of Fish and Wildlife – Enforcement Division**

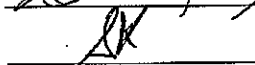
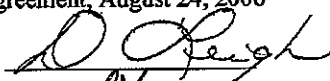
2 In the event of a bona fide emergency and when a supervisor is unavailable to
3 grant approval, a bargaining unit member may exercise discretion in determining
4 the need to incur overtime. Not later than the next working day the bargaining
5 unit member will report to his or her supervisor the nature of the bona fide
6 emergency justifying the overtime. All other overtime must be pre-approved by
7 the supervisor.

8
9 A bona fide emergency includes a life-threatening situation, civil disorder, natural
10 disaster, sudden unexpected happening, unforeseen occurrence or condition,
11 complication of circumstances, sudden or unexpected occasion for action, or
12 pressing necessity.

13
14 **7.7 Department of Agriculture – Grain Inspection Program**

15 A. Any employee who works a double shift or returns from an emergency
16 night shift to his or her permanent day shift, will be required to take six (6)
17 hours off for rest after such shifts. The employee will suffer no loss of
18 regular straight-time hourly earnings for any time missed during that rest
19 period that otherwise would have been part of his or her regularly
20 scheduled shift. Such employees will not be eligible for any overtime
21 assignment or shift commencing during the six (6) hour rest period. If the
22 employee has worked a double shift of greater than twenty (20) hours, the
23 six (6) hour period will be extended to eight (8) hours.

24
25 B. Shift extensions, early starts and occasions when lunch periods require
26 overtime will be offered first to available employee(s) having the ability to
27 perform the work and the lowest amount of overtime hours, who are on
28 shift at the facility where the overtime occurs. However, for shift
29 extensions in offices with multiple sites, employees having the lowest
30 amount of overtime hours at any other site(s) serviced by that grain



1 inspection office will be offered the opportunity to work the extension if
2 they can complete their regular shift and travel to the extending site by the
3 time the extension begins. Time traveled outside of scheduled shifts will
4 not be paid time. If there still is not enough staff, employees on site may
5 be required to work. Employees with less than forty (40) hours
6 accumulated overtime in a month at the start of the shift may be required
7 to work and will complete the shift or extension. Employees will finish
8 any assignments for which they volunteer.
9

10 C. The Employer will not require employees to work overtime that when
11 added to the employee's scheduled shift and/or overtime shift would result
12 in the employee working two (2) contiguous shifts not to exceed twenty
13 (20) hours.
14

15 D. Those employees who do not desire to work overtime will not be required
16 to do so beyond forty (40) cumulative hours each month, except as
17 provided in E, below. However, at export shipping operations scheduled
18 on a regular Monday through Friday basis, when staff is required on
19 weekends to provide inspection and weighing services for grain being
20 loaded onto export vessels, a minimum of three (3) permanent employees
21 licensed to perform key duties, (any combination of inspectors, protein
22 operators, and grain sampler-weighers), will be offered the work before
23 on-call employees are used.
24

25 E. An employee with more than forty (40) hours of accumulated overtime in
26 a month may be required to extend a current shift for not more than four
27 (4) hours in order to assure service delivery not more than once per month.
28 However, hours that an employee is required to work under this paragraph
29 will be credited to the employee's forty (40) hour limit in the following
30 month.

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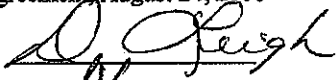
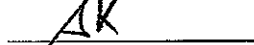
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2 **7.8 Department of Transportation**

3 A. Overtime opportunities will be offered whenever and wherever possible
4 on a straight rotational basis. Each superintendent or equivalent and
5 employees will confer and mutually determine, for normal areas of
6 responsibility, the employees on a specific rotation list(s). Employees will
7 be placed on a rotation list in order of continuous WSDOT service. The
8 rotation list will be kept current and posted in each facility. The Employer
9 and employees will share the responsibility for keeping the list(s) current.

10
11 B. Overtime will be offered first to all bargaining unit employees on the
12 rotation list, then to any qualified employee. Documented attempts to
13 contact an employee constitutes an offer. Overtime will be offered to
14 employees who are qualified to do the work, regardless of classification.
15 Overtime that extends a shift will be offered first to qualified employees
16 on that shift and preferably, to the employee(s) currently performing the
17 work. Shift extensions do not count as an overtime opportunity.

18
19 C. The parties recognize and agree that in cases of operational necessity,
20 public safety, and/or efficient delivery of public services, that it may be
21 necessary for the Employer to deviate from the straight rotation process.
22

23 D. In the event the Employer deviates from the straight rotation process, the
24 Employer will explain to affected employees the reason for the deviation.
25 The Employer will also take necessary actions to correct missed
26 opportunities by skipping in the next rotation those employees who were
27 called out-of-sequence.
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E. Bargaining unit supervisors and/or designees, making or receiving work-related calls at home, will be compensated for a minimum of one-half (1/2) hour for the time worked. Callback is not authorized for this work.

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ARTICLE 8

TRAINING AND EMPLOYEE DEVELOPMENT

8.1 The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' abilities to perform their job duties. Training and employee development opportunities will be provided to employees in accordance with agency policies and available resources.

8.2 Attendance at agency-required training will be considered time worked.

8.3 Master Agreement Training

A. The Employer and the Union agree that training for managers, supervisors and union stewards responsible for the day-to-day administration of this Agreement is important. The Union will provide training to current union stewards, and the Employer will provide training to managers and supervisors on this Agreement.

B. The Union will present the training to current union stewards within each bargaining unit. The training will last no longer than four (4) hours. The training will be considered time worked for those union stewards who attend the training during their scheduled work shift. Union stewards who attend the training during their non-work hours will not be compensated. The parties will agree on the date, time, number and names of stewards attending each session.

8.4 Tuition Reimbursement

A. Agencies may approve full or partial tuition reimbursement, consistent with agency policy and within available resources.

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1 B. Agencies will reimburse eligible employees who provide proof of
2 satisfactory completion of a course that was previously approved for
3 tuition reimbursement.
4

5 C. Agency funds expended for tuition reimbursement will be limited to
6 tuition or registration fees, and will not include textbooks, supplies or
7 other school expenses, except in accordance with agency policy.
8

9 D. Absent an agreement to the contrary, when an employee moves to another
10 agency prior to completion of an approved course, the approving agency
11 will retain the obligation for reimbursement if the course is satisfactorily
12 completed. When payment is not made by the approving agency the
13 gaining agency may, at its option, reimburse the employee.
14

15 **8.5 Education and Training Requests**

16 All education and training requests will be approved or disapproved within thirty
17 (30) calendar days from the submission of a properly completed request. If a
18 request is denied, the Employer will provide a reason for the denial to the
19 employee.
20

21 **8.6 Apprenticeship Programs**

22 The Employer will continue to participate in apprenticeship programs in
23 accordance with the rules of the Joint Apprenticeship Training Council and
24 establishments, modifications, or abolishments to the operation of the programs
25 may be made pursuant to the Council's guidelines or rules.
26

27 **8.7 Developmental Job Assignments**

28 Employers may make the following planned training assignments for employee
29 career development without incurring reallocation or compensation obligations:
30

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1 A. Performance of responsibilities outside the current job class on a time-
2 limited basis.

3
4 B. Intra-agency rotational or special project assignments.

5
6 The Employer and the employee agree in writing to the assignment in advance,
7 including time limits, which will not exceed more than twelve (12) months. If an
8 employee's request for a developmental job assignment is denied, an explanation
9 will be provided to the employee. The decision is final and is not subject to
10 Article 29, Grievance Procedure.

11
12 **8.8 Board of Industrial Insurance Appeals – Judicial Bargaining Unit Only**

13 A. The Board will pay for at least fifteen (15) continuing education credit
14 hours per judge per calendar year. In the event any judge accumulates
15 thirty (30) or more Continuing Legal Education (CLE) credits in a
16 calendar year paid for by the Board, the excess credits will be used to
17 satisfy the following year's requirements. Newly hired judges will be
18 provided continuing legal education on a prorated basis during the
19 calendar year of their hire.

20
21 B. The Employer has a legitimate interest in all members of the judicial staff
22 bargaining unit remaining current in their legal knowledge and training.
23 To that end, for members of the judicial staff bargaining unit who have
24 chosen to become judicial members of the Washington State Bar
25 Association (WSBA), Subsection A above will also apply. Judges who
26 receive CLE credits for courses or activities other than those CLE
27 opportunities paid for by the Employer may have those credits applied to
28 the fifteen (15) CLE per year requirement.

1
2 C.

3 This Subsection is predicated upon the agency having adequate funding
4 for extended CLEs, there being no restriction on out-of-state travel, and
5 the National Judicial College (NJC) and International Association of
6 Industrial Accidents, Boards, and Commissions (IAIABC) Workers'
7 Compensation College remaining valuable training resources. The
8 agency's goal is to provide extended CLEs to as many as eight (8) judges
9 per year. This number may vary based on budget and/or workload
10 considerations.
11

12 1. Training Committee

13 A training committee, consisting of equal numbers of management
14 and judicial staff will make recommendations to the BIIA on
15 proposed expenditures for judicial staff training. The committee
16 will have the authority to develop in-house training and make
17 recommendations regarding in-state CLE seminars.
18

19 2. Notification

20 In October of each calendar year, management will submit an
21 offer, in writing, to each member of the Bargaining Unit who t has
22 been selected to attend NJC or the IAIABC Workers'
23 Compensation College for the upcoming calendar year.
24

25 3. Selection Factors

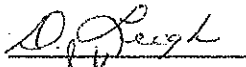

26 For purposes of selection, the judge will be placed into Group A
27 and Group B. Group A will consist of the judges who have been
28 employed at the agency more than three (3) years as of the
29 beginning of the fiscal year. Group B will consist of judges who

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1 have been employed with the agency less than three (3) years as of
2 the beginning of the fiscal year.

3
4 Members of Group B are guaranteed to be offered at least one (1)
5 extended CLE training opportunity during the first three (3) years
6 of employment with the BIIA, subject to the availability of
7 funding, statewide policies and directives regarding out of state
8 training and travel and Subsection 8.9 C.4 of this Article.

9
10 Once a judge in Group B participates in an extended CLE training
11 opportunity, that judge will be part of Group A for future
12 selections. A Group B judge who does not receive a training
13 opportunity within the first three (3) years of the judge's
14 employment with the Board will remain a member of Group B
15 until the judge receives a training opportunity.

16
17 4. Other Considerations

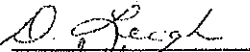

18 The Employer has the authority to determine that a judge should
19 not attend training due to workload, work performance or other
20 concerns as determined by the Employer. If the Employer
21 determines that an otherwise eligible judge should not attend, it
22 must inform the judge of that determination. If requested by the
23 judge, the supervisor will within ten (10) calendar days provide to
24 a judge a written explanation of the basis for the determination.
25 Judges who either waive selection or are determined to be
26 ineligible due to workload or work performance concerns will
27 retain their eligibility in succeeding years based upon this
28 Agreement.

29
30 5. Eligibility

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1 A judge is eligible for selection if he or she has not attended the
2 NJC or IAIABC College within the last five (5) years. All eligible
3 judges will be considered in order of their time in service with the
4 BIIA ranking in either Group A or Group B.
5

6 6. Acceptance or Waiver

7 A selected judge will have thirty (30) calendar days to notify his or
8 her supervisor of an acceptance or waiver of the offer. Failure to
9 notify the supervisor of acceptance within thirty (30) calendar days
10 of receiving the offer will constitute a waiver. A waiver, either in
11 writing or otherwise, by a judge, will constitute a waiver for that
12 calendar year only. If the initial offerees waive, then the Employer
13 will have the discretion to determine the time within which all
14 subsequent offerees must respond or be deemed to have waived.
15

16 7. Employer Discretion

17 The Employer may limit the total number of judges attending any
18 specific course. The Employer may decline to authorize
19 attendance at any specific course if the Employer determines that
20 the subject matter of the course is not appropriate for judicial staff
21 training purposes.
22

23 8. Additional Training

24 The Employer will have the authority to identify specific extended
25 training that would be pertinent to a particular judge or judges, and
26 will have the authority to offer such training to that judge or
27 judges.
28

29 **8.9 Department of Fish & Wildlife – Hatcheries Division**

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1 The opportunity to attend the annual Pacific Northwest Fish Culture Conference
2 will be provided to Fish Hatchery Specialists on an equal basis. Priority
3 consideration will be given to those employees who have not attended the
4 conference or have personally paid to attend within the past three (3) years.
5
6

7 **8.10 Parks and Recreation Commission**

8 The agency will provide a minimum of fifty (50) hours of law enforcement
9 training per year for armed park rangers and forty (40) hours for unarmed park
10 rangers with twenty-four (24) hours delivered at an annual in-service training.
11

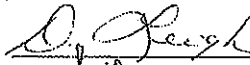
12 **8.11 Department of Licensing**

13 The Driver Services Hearings and Interviews unit will continue to apply for
14 continuing legal education credits with the Washington State Bar Association for
15 agency sponsored programs.
16
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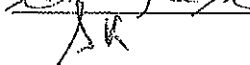
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